

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Charles K. Verhoeven (Bar No. 170151)

2 charlesverhoeven@quinnemanuel.com

David A. Perlson (Bar No. 209502)

3 davidperlson@quinnemanuel.com

Melissa Baily (Bar No. 237649)

4 melissabaily@quinnemanuel.com

John Neukom (Bar No. 275887)

5 johnneukom@quinnemanuel.com

Jordan Jaffe (Bar No. 254886)

6 jordanjaffe@quinnemanuel.com

50 California Street, 22nd Floor

7 San Francisco, California 94111-4788

Telephone: (415) 875-6600

8 Facsimile: (415) 875-6700

9 Attorneys for WAYMO LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN FRANCISCO DIVISION

13 WAYMO LLC,

14 Plaintiff,

15 vs.

16 UBER TECHNOLOGIES, INC.;
17 OTTOMOTTO LLC; OTTO TRUCKING
LLC,

18 Defendants.

CASE NO. 3:17-cv-00939

**PLAINTIFF WAYMO LLC'S
STATEMENT REGARDING TRADE
SECRETS**

1 At today's hearing, Waymo indicated that it would provide its position today regarding trying
2 trade secrets beyond the nine Waymo chose pursuant to this Court's Order limiting Waymo to less
3 than ten trade secrets for trial. Dkt. 563 at 10. As noted in Waymo's Motion to Continue, considering
4 the massive new disclosures in the Stroz Report and related materials and the discovery to date,
5 Waymo will not agree to forgo its right to a jury trial for its claimed trade secrets not included in the
6 nine currently listed for trial. Waymo has an extraordinarily strong interest in protecting its
7 intellectual property and it cannot abandon numerous claims for misappropriation, especially under
8 the circumstances in this case. Without a continuance and without even having the opportunity to
9 review and take discovery as to the documents and devices now made available, Waymo cannot agree
10 to forgo any of its trade secret claims at this time. Upon the completion of discovery concerning the
11 Stroz Report and related documents, however, Waymo will promptly inform the Court on the subject
12 of which trade secrets claims Waymo will assert, in addition to the nine current trade secret claims, at
13 trial. As previously stated, Waymo does not intend to try 121 trade secrets in one trial.

14 Waymo does not by this statement waive any patent or trade secret claims that are based on
15 undiscovered or post-trial conduct. Waymo expressly reserves its right to assert trade secret claims,
16 including claims based on its listed trade secrets, with respect to misappropriation it discovers post
17 trial.

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19 DATED: September 20, 2017

QUINN EMANUEL URQUHART & SULLIVAN,
LLP

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21 By /s/ Charles K. Verhoeven

Charles K. Verhoeven
Attorneys for WAYMO LLC